

SERFF Tracking Number: MCHX-G126951928 State: Arkansas
 Filing Company: Harleysville Life Insurance Company State Tracking Number: 47542
 Company Tracking Number: SPDA-001 (ED 11-10)
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.003 Single Premium
 Variable and Variable
 Product Name: SPDA-001 (ED 11-10) Single Premium Deferred Annuity
 Project Name/Number: SPDA-001 (ED 11-10) Single Premium Deferred Annuity - Harleysville Life Insurance Company /SPDA-001 (ED 11-10) Single
 Premium Deferred Annuity - Harleysville Life Insurance Company

Filing at a Glance

Company: Harleysville Life Insurance Company

Product Name: SPDA-001 (ED 11-10) Single Premium Deferred Annuity SERFF Tr Num: MCHX-G126951928 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable SERFF Status: Closed-Approved-Closed State Tr Num: 47542

Sub-TOI: A02.11.003 Single Premium Co Tr Num: SPDA-001 (ED 11-10) State Status: Approved-Closed

Filing Type: Form

Author: SPI McHughConsulting

Reviewer(s): Linda Bird

Date Submitted: 12/16/2010

Disposition Date: 01/05/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: SPDA-001 (ED 11-10) Single Premium Deferred Annuity Status of Filing in Domicile: Pending - Harleysville Life Insurance Company

Project Number: SPDA-001 (ED 11-10) Single Premium Deferred Annuity - Harleysville Life Insurance Company

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 01/05/2011

State Status Changed: 01/05/2011

Deemer Date:

Created By: SPI McHughConsulting

Submitted By: SPI McHughConsulting

Corresponding Filing Tracking Number:

Filing Description:

Re: HARLEYSVILLE LIFE INSURANCE COMPANY

NAIC # 64327, FEIN # 23-1580983

Individual Deferred Non-Variable Annuity Filing

Form SPDA-001 (ED 11-10), Flexible Premium Deferred Annuity Contract

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Premium Deferred Annuity - Harleysville Life Insurance Company

Form SPDA-001 (ED 11-10), Single Premium Deferred Annuity Contract
Actuarial Memorandum and Appendices

Dear Commissioner Bradford:

McHugh Consulting Resources, Inc. has been requested to file the attached forms on behalf of Harleysville Life Insurance Company. We respectfully attach an authorization letter for your files.

We are attaching the above-captioned filing for your review and approval for Harleysville Life Insurance Company. These forms are new and are not intended to replace any existing forms currently on file with your Department.

The forms are in final printed form subject only to changes in font style, margins, page numbers, positioning and format. For example, formatting may change slightly when the document is assembled through an automated document assembly system. Printing standards will not be lower than those required under your law.

FPDA-001 (ED 11-10) is an Individual Flexible Premium Deferred Annuity Contract that will be sold to males and females ages 0 through 85. The first premium must be paid on the date of issue. Subsequent premiums may be paid at the discretion of the Owner. The death benefit prior to the annuity date is equal to the accumulation value. There is no surrender charge made in such event.

SPDA-001 (ED 11-10) is an Individual Single Premium Deferred Annuity Contract that will be sold to males and females ages 0 through 85. The single premium must be paid on the date of issue. The death benefit prior to the annuity date is equal to the accumulation value. There is no surrender charge made in such event.

As per our conversation with Linda Byrd, we are filing both Annuity Contracts together under the TOI A02I.003.

These Annuity Contracts will be used for both Qualified and Non-Qualified plans. They will be marketed through Harleysville's current distribution system of independent agents.

These Annuity Contracts include a Schedule of Benefits and Premium(s), a Surrender Charge Table and a Schedule of Policy Values, see Pages 3 and 3A in the Contract.

Deferred Annuity Application, Form LFOA-265 (Ed. 02-06) that will be used in applying for these products was approved by your Department on March 6, 2006. The Nursing Care Facility and Terminal Illness Rider, Form LFEA-056 (Ed. 4-99) that will be used with these products has been previously approved by your Department on May 1, 2002.

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Attached are any required certifications, transmittal forms and/or filing fees.

We trust the attached is found to be in order and look forward to receiving your favorable reply. Should you have any questions or if we may provide any additional information, please do not hesitate to contact the undersigned. Thank you for your consideration in this matter.

Very truly yours,

Linda Boyce
Consultant

Attachments

Company and Contact

Filing Contact Information

Tim Hager, Compliance Project Specialist mcr@mchughconsulting.com
McHugh Consulting Resources, Inc. 215-230-7960 [Phone]
2005 South Easton Road, Suite 207 215-230-7961 [FAX]
Doylestown, PA 18901

Filing Company Information

(This filing was made by a third party - McHughConsulting)

Harleysville Life Insurance Company CoCode: 64327 State of Domicile: Pennsylvania
355 Maple Avenue Group Code: 253 Company Type: Life
Harleysville, PA 19438 Group Name: State ID Number:
(215) 393-6118 ext. [Phone] FEIN Number: 23-1580983

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: \$50 per form
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Life Insurance Company	\$100.00	12/16/2010	43024265

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	01/05/2011	01/05/2011

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Disposition

Disposition Date: 01/05/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Authorization Letter		Yes
Supporting Document	AR Notice to Policyholders		Yes
Supporting Document	Statement of Variability FPDA-001 (ED 11-10)		Yes
Supporting Document	Statement of Variability SPDA-001 (ED 11-10)		Yes
Supporting Document	Application		Yes
Supporting Document	AR Guaranty Association Notice		Yes
Form	Flexible Premium Deferred Annuity Contract		Yes
Form	Single Premium Deferred Annuity Contract		Yes

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FPDA-001 (ED 11-10)	Policy/Cont ract/Fratern al Contract Certificate	Flexible Premium Deferred Annuity	Initial		86.500	FPDA-001 (ED 11-10) Complete.PD F
	SPDA-001 (ED 11-10)	Policy/Cont ract/Fratern al Contract Certificate	Single Premium Deferred Annuity	Initial		86.500	SPDA-001 (ED 11-10) Complete.PD F



Harleysville Life Insurance Company
Harleysville, Pennsylvania

[355 Maple Avenue – Harleysville, PA 19438-2297
Tel 800.222.1981 • 215.256.5000 – www.harleysvillelife.com]

Thank you for choosing Harleysville Life Insurance Company.
For Inquiries, Information and Resolution of Complaints, please call: [1-800-222-1981]

[Arkansas Insurance Department 1-877-881-6388]

In this Annuity Contract, Harleysville Life Insurance Company will be referred to as "We," "Us" or "Our." The Owner (referred to as "You," or "Your") is the Annuitant, unless another person is named in the application or later becomes the Owner as allowed by this Annuity Contract.

If You are living on the Annuity Date, We agree that, beginning on the Annuity Date, We will begin paying the Annuity Proceeds to You by applying the Settlement Option chosen by You to the current Accumulation Value as of the Annuity Date.

If the first to die of the Annuitant or the Owner dies before the Annuity Date, We will pay the Policy Proceeds to the Beneficiary of the Annuity Contract in accordance with the provisions on Page 7.

PLEASE READ THIS ANNUITY CONTRACT CAREFULLY, IT IS A LEGAL CONTRACT BETWEEN YOU AND US.

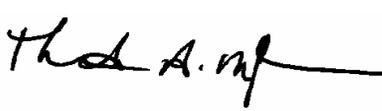
20 Day Right to Examine Annuity Contract. Within twenty days after delivery, You may return it to Us or to the representative from whom it was purchased, or to any other agent of Our company, with a Written Request for a full refund of Premium, including any fees or charges. Upon such request, this Annuity Contract will be void from the Date of Issue and the parties shall be in the same position as if no Annuity Contract had been issued. If this is a replacement of an existing Policy or contract, Your right to examine this Annuity Contract is extended from twenty days to thirty days, or any longer period as may be required by applicable law of the state where the Annuity Contract is delivered or issued for delivery.

We issue this Annuity Contract in consideration of the attached application and the payment of the first Premium. All provisions included in this and the following pages are part of the Annuity Contract.

This Annuity Contract is signed at Our home office, Harleysville, Pennsylvania, on the Date of Issue.

[]

[Robert A. Kauffman]
[Director and Secretary]

[]

[Theodore A. Majewski]
[President and Chief Operating Officer]

FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT

Annuity Proceeds begin on the Annuity Date.
Policy Proceeds are payable in the event of death prior to the Annuity Date.
Flexible Premiums are as stated in the Premium Provision.
A Waiver of Surrender Charges benefit is included in the Policy Values Provision.

Schedule of Benefits and Premiums is shown on Page 3.
Nonparticipating (No Dividends Payable).

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Schedule of Policy Values	3A	Settlement Options.....	8
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Followed by any Endorsements and additional Benefit Riders, if applicable.

DEFINITIONS

Age - The Annuitant's age at the Annuitant's nearest birthday as shown on Page 3.

Annuitant - The person on whose life the Annuity Contract is written. The annuitant's name is shown on Page 3.

Annuity Contract - The Annuity Contract consists of this document, including all applicable endorsements and the application. It establishes the terms, provisions and conditions of the annuity.

Annuity Date - The anniversary date of the Annuity Contract and year in which the Annuity Contract matures. The date is shown on Page 3.

Beneficiary - The person(s) who is (are) named in the application or by later designation to receive the Policy Proceeds.

Date of Issue - The date the Annuity Contract is issued. Policy anniversaries, Policy years, and Policy months are determined from this date. The Date of Issue is shown on Page 3.

Monthly Date - The same day of each month as the Date of Issue.

Policy – See Annuity Contract.

Proceeds - The amount We will pay under the terms of Your Annuity Contract:

1. Policy Proceeds, as defined on page 7, are paid if the first to die of the Annuitant or the Owner dies; or
2. Cash Surrender Value, as defined on page 6, is paid if You surrender the Annuity Contract before the Annuity Date; or
3. Annuity Proceeds, as defined on page 5, are paid if the Annuitant is living on the Annuity Date.

We, Our, Us - Harleysville Life Insurance Company.

Written Request - A request in writing on a form acceptable to Us signed by You. We also may require that Your Annuity Contract be sent in with Your Written Request. We are not responsible for any payment made or action taken before this information is recorded in Our home office.

You, Your - The Owner of this Annuity Contract. The Owner may or may not be the Annuitant. The Owner is shown on Page 3.

SCHEDULE OF BENEFITS AND PREMIUMS

DESCRIPTION OF BENEFITS	INITIAL PREMIUM	SCHEDULED MODAL PREMIUM	PREMIUM MODE	NUMBER OF YEARS PREMIUM PAYABLE
FLEXIBLE PREMIUM DEFERRED ANNUITY	[\$1,000.00]	[\$1,000.00]	[ANNUALLY]	[20]

THE INITIAL PREMIUM OF [\$1,000.00] IS DUE ON OR BEFORE THE DATE OF ISSUE. SUBSEQUENT PREMIUMS MAY BE PAID AS PROVIDED IN THE POLICY. THE MAXIMUM PREMIUM THAT WE WILL ACCEPT IN ANY POLICY YEAR IS \$100,000 WITHOUT PRIOR APPROVAL OF THE HOME OFFICE.

ANNUITANT: [JOHN DOE]

ANNUITY DATE: [NOVEMBER 1, 2030]

AGE: [50]

SETTLEMENT OPTION ELECTED:
[LIFE AND 10 YEARS CERTAIN]

SEX: [MALE]

GUARANTEED MONTHLY INCOME AT ANNUITY DATE:
[\$119.93]

POLICY NUMBER: [123456]

DATE OF ISSUE: [NOVEMBER 1, 2010]

BENEFICIARY AND OWNER:
[AS STATED IN THE APPLICATION UNLESS CHANGED AS PROVIDED FOR IN THIS POLICY.]

NOTE: THE GUARANTEED MONTHLY INCOME AT THE ANNUITY DATE (SHOWN ABOVE) AND THE GUARANTEED CASH SURRENDER VALUE (SHOWN ON PAGE 3A) ARE BASED ON THE ASSUMPTION THAT:

1. THE INITIAL PREMIUM IS PAID ON THE DATE OF ISSUE.
2. PREMIUMS EQUAL TO SCHEDULED MODAL PREMIUM ARE PAID IN THE PREMIUM MODE SHOWN ABOVE ON THE [ANNUAL] DATE WHEN DUE, AFTER THE INITIAL PREMIUM.
3. INTEREST IS CREDITED AT THE GUARANTEED INTEREST RATE FROM THE DATE OF ISSUE TO THE ANNUITY DATE.
4. NO WITHDRAWALS OR BENEFITS HAVE BEEN PAID.

GUARANTEED INTEREST RATE: [1.50%] FOR ALL DURATIONS FROM THE DATE OF ISSUE TO THE ANNUITY DATE.

POLICY NUMBER: [123456]

SURRENDER CHARGE TABLE

DURING POLICY YEAR	SURRENDER CHARGE PERCENTAGE
1	7%
2	7%
3	7%
4	6%
5	5%
6	4%
7	3%
8 AND AFTER	0%

THE SURRENDER CHARGE PERCENTAGES APPLY TO AMOUNTS WITHDRAWN OR SURRENDERED THAT ARE SUBJECT TO SURRENDER CHARGES. YOU ARE ENTITLED TO MAKE WITHDRAWALS WITHOUT SURRENDER CHARGES AS DESCRIBED IN THE WITHDRAWAL PROVISION OF THIS POLICY ON PAGE 6, AND IN ANY BENEFIT RIDERS, IF APPLICABLE.

SCHEDULE OF POLICY VALUES

AT END OF POLICY YEAR	GUARANTEED ACCUMULATION VALUE	GUARANTEED CASH SURRENDER VALUE
1	[1,015.00	943.95
2	2,045.23	1,909.16
3	3,090.90	2,903.17
4	4,152.27	3,958.77
5	5,229.55	5,051.12
6	6,322.99	6,174.67
7	7,432.84	7,304.70
8	8,559.33	8,559.33
9	9,702.72	9,702.72
10	10,863.26	10,863.26
11	12,041.21	12,041.21
12	13,236.83	13,236.83
13	14,450.38	14,450.38
14	15,682.14	15,682.14
15	16,932.37	16,932.37
16	18,201.36	18,201.36
17	19,489.38	19,489.38
18	20,796.72	20,796.72
19	22,123.67	22,123.67
20	23,470.52	23,470.52
ANNUITY DATE:	23,470.52	23,470.52]

CONTRACT PROVISIONS

OWNERSHIP - This Annuity Contract is owned by You. Unless You provide otherwise by Written Request, You exercise all rights and privileges in Your Annuity Contract while the Annuitant is living. If You are not the Annuitant and You die, Your estate will be the Owner unless otherwise provided.

You may change the Owner by Written Request. You must make this change while the Annuitant is alive. The change is not valid until We approve Your request in writing, at which time, the change will take effect on the date the request is signed by You, unless You specify otherwise in Your Written Request. The change is subject to:

1. The rights of any assignee of which We have been notified.
2. Any payment made or other action taken by Us before Our receipt of Your request.

BENEFICIARY - The Beneficiary is named in the application, unless a later change is shown in Our records. We will pay the Policy Proceeds to the Beneficiary. If You have not named a Beneficiary or the Beneficiary is not alive, You or Your estate will be the Beneficiary.

You may change the Beneficiary by Written Request. You must make this change while the Annuitant is alive. The change is not valid until We approve Your request in writing, at which time, the change will take effect on the date the request is signed by You, unless You specify otherwise in Your Written Request. The change is subject to any payments made or actions taken by Us prior to receipt of this notice.

CONSIDERATION; ENTIRE CONTRACT - This Annuity Contract, including all applicable endorsements, is issued in consideration of: (a) the attached application; and (b) the payment of the first Premium. This Annuity Contract and the application are the entire contract between You and Us. We attached a copy of the application when We issued this Annuity Contract. All statements made in the application are considered representations and not warranties, except in the case of fraud.

MODIFICATION OF ANNUITY CONTRACT – No agent has authority to change this Annuity Contract or waive any of its provisions. Any change in this Annuity Contract will be binding on Us only when endorsed by Our President, Vice President or Secretary.

INCONTESTABILITY - This Annuity Contract is incontestable from its Date of Issue.

MISSTATEMENT OF AGE OR SEX – If the Age or sex of the Annuitant shown on Page 3 is incorrect, We will adjust any benefits to those which the Premium paid would have purchased at the correct Age and sex. Any overpayments or underpayments made by the insurer will be adjusted using the Guaranteed Interest Rate.

ASSIGNMENT - You may assign Your Annuity Contract while the Annuitant is alive. The change is not valid until We approve Your request in writing, at which time the Assignment shall take effect on the date the Written Request for the Assignment is signed by You, unless You specify otherwise in Your Written Request. The change is subject to any payments made or actions taken by Us prior to receipt of this notice. The Assignment will affect Your rights and the rights of any Beneficiary. We shall not be liable for the validity of any Assignment.

NONPARTICIPATING - We will not pay dividends on Your Annuity Contract from Our surplus or profits.

REPORTS - At least once a year and without charge, We will furnish You with a statement of the current Cash Surrender Value as of a date not more than four months prior to the date of the mailing. Additional status reports are available to You upon request. There is no charge for an additional status report.

The status report shall contain at least the following information:

1. The beginning and end dates of the current report period.
2. The Accumulation Value at the beginning of the current report period and at the end of the current report period.
3. The amounts that have been credited or debited to the Accumulation Value during the current report period.
4. The Cash Surrender Value at the end of the current report period.
5. The amount of the Policy Proceeds at the end of the current report period.

PAYMENTS BY US – Any amount payable by Us will be made from Our home office in Harleysville, Pennsylvania, 19438. The Annuity Contract must be surrendered at Our home office when settlement is made. Proceeds, other than for death, will be paid to You. If the Annuitant dies before the Annuity Date, Proceeds will be paid under the Policy Proceeds provision. All Proceeds are subject to the rights of any assignee.

PREMIUMS - You must pay Us the initial Premium due at issue on the date and for the amount shown on Page 3. The amount of any subsequent Premium may be increased or decreased. We may not accept a Premium over the amount shown on Page 3 in any given Policy year without prior approval of the home office. We may not accept a Premium that is less than \$25.00. All Premiums after the initial Premium can be paid at any time. The effective date of the Premium will be the date on which We receive it. No Premiums will be accepted after the Annuity Date. We will send You a receipt for any Premium if You Request one.

ANNUITY PROCEEDS - The amount of the Annuity Proceeds will be determined by applying the current Settlement Option Chosen by You to the current Accumulation Value as of the Annuity Date.

PAYMENT TO ANNUITANT- If You are not the Annuitant, We will, upon Written Request, make payments to the Annuitant, instead of to You under any Settlement Option. The Settlement Option must be payable as a result of surrender or attainment of the Annuity Date. Written Requests must be made no later than 30 days before the first payment is made under the Settlement Option. This Written Request cannot be revoked after payments have begun. All requests are subject to the rights of any assignee.

SETTLEMENT OPTION CHANGES - You can change the Settlement Option and the Annuity Date shown on Page 3. Changes can be made at any time. Any change is subject to the following conditions:

1. The new Annuity Date must be after the date which We receive Written Request for change.
2. The Annuitant must be living at the time of change.
3. Payments are not currently being made under any settlement of the Proceeds of the Annuity Contract.
4. This Annuity Contract has not been surrendered.
5. Written Request for change has been received at Our home office.

All changes take effect on the day We receive the Written Request. All changes are subject to the rights of any assignee.

TAX QUALIFICATION - This Policy is intended to qualify as an Annuity Contract for federal income tax purposes. The provisions of this Annuity Contract are to be interpreted to maintain such qualification, to prevent loss of advantages of tax deferral, and to prevent any possible tax penalties, notwithstanding any other provisions to the contrary. To maintain such tax qualification, We reserve the right to amend this Annuity Contract to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this Annuity Contract to any applicable changes in the tax qualification requirements, subject to regulatory approval. We will send You a copy in the event of any such amendment. If You refuse such an amendment, it must be by giving Us a Written Request, and Your refusal may result in adverse tax consequences.

POLICY VALUES

NET PREMIUMS - A Net Premium is equal to the Premium paid reduced by the following:

1. Any applicable premium tax;
2. Any considerations or Premiums for any Benefit Riders, if applicable, attached to this Annuity Contract.

ACCUMULATION VALUE- This Annuity Contract has an Accumulation Value. The Accumulation Value is equal to the accumulation from the Date of Issue of all Net Premiums received by Us, minus any Withdrawals, at the Guaranteed Interest Rate. Any Excess Interest credited to this Annuity Contract will also be included in the Accumulation Value. The Accumulation Value is applicable before the Annuity Date.

CASH SURRENDER VALUE- You may surrender this Annuity Contract for its Cash Surrender Value in lieu electing payment of Annuity Proceeds. Surrender is subject to the following:

1. The Annuity Contract is surrendered to Us at Our home office.
2. The Annuitant is living on the date We receive the Annuity Contract.
3. The effective date of surrender is at or before the Annuity Date prior to the commencement of any Annuity Proceeds.

The Cash Surrender Value is equal to the Accumulation Value minus any Surrender Charges. On surrender or Withdrawal, Surrender Charges are equal to the applicable percentage, as shown in the "Surrender Charge Table" on Page 3A, of the amount surrendered or withdrawn.

Surrender of Your Annuity Contract will be effective on the date We receive the Annuity Contract. We are allowed to defer the Cash Surrender Value for up to 6 months after We receive Your Annuity Contract.

If the Cash Surrender Value becomes less than \$100 and no payment has been made under the Annuity Contract for a period of two full years, We may pay the Cash Surrender Value to You and this Annuity Contract may terminate. Termination will be effective 31 days after notice is mailed to the last known address of the Annuitant, You and any assignee of record with Us.

GUARANTEED INTEREST RATE- The Guaranteed Interest Rate is shown on Page 3.

EXCESS INTEREST - At Our discretion, We may credit Excess Interest on the Accumulation Value. Excess Interest rates will not be changed more often than monthly and will apply for at least twelve months. An annual notice will be supplied to the Policyowner stating the current Accumulation Value of the Annuity Contract.

BASIS OF VALUES - All values in this Annuity Contract before the Annuity Date are based on the Guaranteed Interest Rate shown on Page 3. The Amount of the Annuity Proceeds, Cash Surrender Value, and Policy Proceeds are not less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805.

DISCONTINUED PREMIUM PAYMENT - Upon cessation of Premium payments, the Accumulation Value will continue to accumulate as specified in The Accumulation Value provision. This Accumulation Value will determine the Annuity Proceeds under Settlement Option 3 unless another option is chosen.

GUARANTEED ACCUMULATION VALUES – Guaranteed Accumulation Values are shown on Page 3A. These values reflect Scheduled Premiums paid when due. The Net Premiums are accumulated at the Guaranteed Interest Rate. These values assume no Withdrawals or Excess Interest. Values for years not shown are calculated on the same basis and are available on request. Interest will be applied on a daily basis and compounded annually. All values and reserves equal or exceed those required by law in the state in which this Annuity Contract is delivered or issued for delivery.

WITHDRAWALS – You may withdraw part of the Cash Surrender Value of the Annuity Contract. Each request for a Withdrawal shall be deemed to be for an amount equal to the sum requested plus any Surrender Charge, unless the sum requested is stated to be the amount of the Withdrawal net of Surrender Charge.

After the first Policy year, You may withdraw up to 10% of the Accumulation Value as of the end of the prior Policy year without a Surrender Charge. After each subsequent year, You are entitled to withdraw an

additional 10% of the Accumulation Value as of the end of the prior Policy year without a Surrender Charge. If the full 10% of Accumulated Value as of end of the prior Policy year is not withdrawn in any given Policy year, any unused percentage available will be credited to future Withdrawals on a cumulative basis. The maximum Withdrawal amount available without a Surrender Charge is 50% of the Accumulation Value as of the end of the prior Policy year. Any amounts withdrawn under a Benefit Rider, if applicable, will reduce the amount available without a Surrender Charge. If You withdraw more than the amount available without a Surrender Charge, the excess will be reduced by the Surrender Charge Percentage shown on Page 3A. All amounts withdrawn in the first Policy year are subject to the Surrender Charge Percentage.

You may request a Withdrawal no more than twice per Policy year. This request must be in writing to Us at Our home office. We are allowed to defer a Withdrawal for a period up to 6 months after You request a Withdrawal. The effective date of any Withdrawal will be the date We received Your Written Request.

MINIMUM REQUIRED DISTRIBUTION - The Withdrawal amount available from this Annuity Contract with respect to the Internal Revenue Code Section 401(a)(9) minimum distribution requirement is based solely on the Accumulation Value, and is not subject to any Surrender Charges.

WAIVER OF SURRENDER CHARGES – We will waive any applicable Surrender Charges under the following conditions:

AT THE ANNUITY DATE - Surrender Charges are not applicable at the Annuity Date.

DEATH OF THE ANNUITANT OR THE OWNER - If the Accumulation Value is being paid to the Beneficiary on the death of the Annuitant or the Owner before the Annuity Date.

MINIMUM DISTRIBUTION REQUIREMENT – Surrender Charges are not applicable if a required minimum distribution is made from a tax qualified contract.

POLICY PROCEEDS

POLICY PROCEEDS - The Policy Proceeds will be paid upon the receipt of proof satisfactory to Us of the death of the first to die of the Annuitant or Owner prior to the date Annuity Proceeds under one of the Settlement Options become payable. Due proof of death includes, but is not limited to, a fully completed Beneficiary claim form, a certified copy of the death certificate of the Insured or other lawful evidence providing equivalent information, and the return of the Schedule of Benefits and Premiums page or a completed Request for Duplicate Policy form.

Payment will be issued in a timely fashion and in accordance with the Beneficiary designations of record or the provisions of this Annuity Contract.

DEATH OF ANNUITANT – If the Annuitant dies before the Annuity Date, We will pay the Beneficiary the Policy Proceeds. The Policy Proceeds are equal to the Accumulation Value on the date that We receive proof of death. The Policy Proceeds are paid in a lump sum unless a Settlement Option is chosen by the Beneficiary.

If the Annuitant and the Owner are the same person, the Death of the Owner provision below will also apply.

DEATH OF OWNER – If the Owner dies before the Annuitant, (or the Owner and the Annuitant are the same) We will pay the Beneficiary the Policy Proceeds. The Policy Proceeds are paid in a lump sum unless a Settlement Option is chosen. If a Settlement Option is chosen by the Beneficiary, the entire Proceeds of the Annuity Contract must either:

1. Be distributed within five years of the death of the Owner; or
2. Provide for payments over a fixed period that does not extend beyond the Beneficiary's life expectancy and commence within one year of the death of the Owner.

SPOUSAL EXCEPTION – If the Owner dies and the Beneficiary is the surviving spouse of the Owner, the Beneficiary may elect to become the new Owner of the Annuity Contract in lieu of receiving the Policy Proceeds as described above, and the Annuity Contract will continue in force. If the Owner was also the Annuitant, the surviving spouse Beneficiary will also become the new Annuitant for all purposes under this Annuity Contract.

SETTLEMENT OPTIONS

ELECTION OF A SETTLEMENT OPTION - We will make payment on the Settlement Option elected. The Settlement Options are described below. You may change the Settlement Option elected by Written Request on or before the Annuity Date. In the event the Owner has not elected a Settlement Option, the default Settlement Option shall be Option 3 – Life Income with 10 Years Certain.

AVAILABILITY OF SETTLEMENT OPTIONS – No election of any option may be made under the Annuity Contract for any payee unless such election would produce a periodic payment of at least \$50 to that payee. If at any time payments to be made become less than \$50 each, We shall have the right to change the frequency of payments to such interval as shall result in the payment of at least \$50. Subject to this condition, payment may be made annually, semi-annually, quarterly or monthly.

METHOD OF PAYMENT - We will make payments monthly, quarterly, semi-annually or annually at the option of the payee. We will furnish upon request the amounts of the payments not shown in the table on the next page. The first payment will be made at the end of the first payment interval. If the Proceeds arise from surrender, We are allowed to defer the first payment under any Option for a period of up to six months.

DESCRIPTION OF SETTLEMENT OPTIONS -

Option 1 - Specified Period. We will make equal payments for a specified period of up to 30 years. The amount of each payment will be determined from the Settlement Option Table.

Option 2 - Life Income. We will make payments during the lifetime of the payee, ceasing with the last payment due prior to the death of the payee.

Option 3 - Life Income with 10 Years Certain. We will make payments for the lifetime of the payee with payments guaranteed for a minimum period of 10 years.

Option 4 - Joint and 50% Survivor Life Income. We will make payments to two payees while both are alive. After the Primary Annuitant dies, We will pay 50% of the initial monthly payment for as long as the survivor lives.

Options 1, 2, 3 and 4 are available at the ages shown in the table on the following page. On request, We may consider these options at other ages.

At the time of their commencement, the Annuity Proceeds provided under these options will not be less than those that would be provided by the application of the Cash Surrender Value to purchase a Single Premium Immediate Annuity Contract at purchase rates offered by the company at the time to the same class of Annuitants.

WITHDRAWAL VALUE - There are no withdrawal privileges under Options 2, 3, or 4.

Under Option 1, the withdrawal value will be the commuted value of any monthly payments not yet paid. We will calculate this value at a compound rate of interest of 1% per year.

RIGHTS OF PAYEE - If a payee has the right to receive a withdrawal value, the payee may send Us a Written Request in order to name a contingent payee to receive any amount if the payee dies.

REQUEST FOR ALTERNATE PAYMENT - The payee may request another form of payment in writing. However, We must approve this request.

ANNUITY OPTION - The payee may use the Proceeds under the Annuity Contract to purchase a Single Premium Immediate Annuity being issued by Us on the date of settlement. The payee may elect this by filing Written Request within 31 days of settlement. The Single Premium Immediate Annuity must be on the payee's own life.

BASIS OF OPTIONS - Option 1 is based on 1.5% interest. Payments under Options 2, 3 and 4 are based on 1.5% interest using the Annuity 2000 mortality table with 10 years projected using Projected Scale G.

TABLES OF MONTHLY PAYMENTS UNDER OPTIONAL METHODS OF SETTLEMENT

Per \$1,000 of Proceeds Settled

Option 1

Income for Specified Period	Years	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	Payment	17.04	14.30	12.36	10.91	9.80	8.92	8.18	7.56	7.05	6.61	6.24	5.91	5.63	5.35	5.11
Years	20	21	22	23	24	25	26	27	28	29	30					
	Payment	4.89	4.69	4.51	4.34	4.19	4.05	3.92	3.80	3.69	3.59	3.49				

Option 2 - Life Only

Age	Male	Female	Age	Male	Female
50	3.01	2.78	68	5.02	4.47
51	3.07	2.83	69	5.21	4.64
52	3.14	2.89	70	5.41	4.81
53	3.22	2.96	71	5.63	5.00
54	3.29	3.02	72	5.86	5.20
55	3.38	3.09	73	6.10	5.42
56	3.46	3.16	74	6.37	5.66
57	3.55	3.24	75	6.65	5.91
58	3.65	3.32	76	6.94	6.19
59	3.75	3.41	77	7.27	6.49
60	3.86	3.50	78	7.61	6.81
61	3.97	3.60	79	7.98	7.15
62	4.09	3.70	80	8.37	7.53
63	4.22	3.81	81	8.79	7.94
64	4.36	3.93	82	9.24	8.38
65	4.51	4.05	83	9.72	8.86
66	4.67	4.18	84	10.24	9.38
67	4.84	4.32	85	10.80	9.94

Option 3 - Life Income with 10 Years Certain

Age	Male	Female	Age	Male	Female
50	2.99	2.77	68	4.80	4.37
51	3.06	2.82	69	4.96	4.51
52	3.12	2.88	70	5.11	4.66
53	3.19	2.94	71	5.27	4.82
54	3.27	3.01	72	5.44	4.99
55	3.34	3.08	73	5.61	5.16
56	3.43	3.15	74	5.79	5.35
57	3.51	3.22	75	5.97	5.54
58	3.60	3.30	76	6.15	5.73
59	3.70	3.38	77	6.34	5.93
60	3.80	3.47	78	6.52	6.14
61	3.90	3.56	79	6.71	6.35
62	4.01	3.66	80	6.89	6.56
63	4.13	3.76	81	7.07	6.76
64	4.25	3.87	82	7.25	6.97
65	4.38	3.99	83	7.42	7.17
66	4.52	4.11	84	7.58	7.36
67	4.66	4.24	85	7.73	7.54

Option 4 - Joint Life Income

Monthly Income Payable During the Joint Lifetime of the Two Payees and Continuing for One-Half (1/2) of the Original Amount to the Secondary Annuitant Upon the Primary Annuitant's Death.

Secondary Annuitant *Age on Last Birthday - Female

Primary Annuitant *Age on Last Birthday - Male	Secondary Annuitant *Age on Last Birthday - Female																				
	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68
50	2.71	2.72	2.74	2.75	2.77	2.78	2.80	2.81	2.82	2.84	2.85	2.86	2.87	2.88	2.89	2.90	2.91	2.92	2.92	2.93	2.94
51	2.74	2.76	2.78	2.79	2.81	2.82	2.84	2.85	2.87	2.88	2.89	2.91	2.92	2.93	2.94	2.95	2.96	2.97	2.98	2.99	3.00
52	2.78	2.80	2.82	2.83	2.85	2.87	2.88	2.90	2.91	2.93	2.94	2.96	2.97	2.98	2.99	3.01	3.02	3.03	3.04	3.05	3.05
53	2.82	2.84	2.85	2.87	2.89	2.91	2.93	2.94	2.96	2.98	2.99	3.01	3.02	3.04	3.05	3.06	3.07	3.09	3.10	3.11	3.12
54	2.85	2.87	2.89	2.91	2.93	2.95	2.97	2.99	3.01	3.03	3.04	3.06	3.08	3.09	3.11	3.12	3.13	3.15	3.16	3.17	3.18
55	2.89	2.91	2.94	2.96	2.98	3.00	3.02	3.04	3.06	3.08	3.10	3.11	3.13	3.15	3.16	3.18	3.19	3.21	3.22	3.23	3.25
56	2.93	2.95	2.98	3.00	3.02	3.04	3.06	3.09	3.11	3.13	3.15	3.17	3.19	3.21	3.22	3.24	3.26	3.27	3.29	3.30	3.31
57	2.97	2.99	3.02	3.04	3.07	3.09	3.11	3.14	3.16	3.18	3.20	3.22	3.24	3.26	3.28	3.30	3.32	3.34	3.35	3.37	3.39
58	3.01	3.04	3.06	3.09	3.11	3.14	3.16	3.19	3.21	3.23	3.26	3.28	3.30	3.33	3.35	3.37	3.39	3.41	3.42	3.44	3.46
59	3.05	3.08	3.11	3.13	3.16	3.18	3.21	3.24	3.26	3.29	3.31	3.34	3.36	3.39	3.41	3.43	3.46	3.48	3.50	3.52	3.53
60	3.09	3.12	3.15	3.18	3.21	3.23	3.26	3.29	3.32	3.35	3.37	3.40	3.43	3.45	3.48	3.50	3.53	3.55	3.57	3.59	3.61
61	3.14	3.17	3.20	3.22	3.25	3.28	3.31	3.34	3.37	3.40	3.43	3.46	3.49	3.52	3.55	3.57	3.60	3.62	3.65	3.67	3.70
62	3.18	3.21	3.24	3.27	3.30	3.34	3.37	3.40	3.43	3.46	3.49	3.52	3.55	3.59	3.62	3.64	3.67	3.70	3.73	3.75	3.78
63	3.23	3.26	3.29	3.32	3.35	3.39	3.42	3.45	3.49	3.52	3.55	3.59	3.62	3.65	3.69	3.72	3.75	3.78	3.81	3.84	3.87
64	3.27	3.30	3.34	3.37	3.41	3.44	3.48	3.51	3.55	3.58	3.62	3.65	3.69	3.72	3.76	3.79	3.83	3.86	3.89	3.93	3.96
65	3.32	3.35	3.39	3.42	3.46	3.49	3.53	3.57	3.61	3.64	3.68	3.72	3.76	3.80	3.83	3.87	3.91	3.95	3.98	4.02	4.05
66	3.37	3.40	3.44	3.47	3.51	3.55	3.59	3.63	3.67	3.71	3.75	3.79	3.83	3.87	3.91	3.95	3.99	4.03	4.07	4.11	4.14
67	3.41	3.45	3.49	3.53	3.57	3.61	3.65	3.69	3.73	3.77	3.82	3.86	3.90	3.95	3.99	4.03	4.08	4.12	4.16	4.20	4.24
68	3.46	3.50	3.54	3.58	3.62	3.66	3.71	3.75	3.79	3.84	3.88	3.93	3.97	4.02	4.07	4.11	4.16	4.21	4.25	4.30	4.34
69	3.51	3.55	3.59	3.63	3.68	3.72	3.76	3.81	3.86	3.90	3.95	4.00	4.05	4.10	4.15	4.20	4.25	4.30	4.35	4.40	4.44
70	3.56	3.60	3.64	3.69	3.73	3.78	3.82	3.87	3.92	3.97	4.02	4.07	4.12	4.18	4.23	4.28	4.34	4.39	4.44	4.50	4.55



Harleysville Life Insurance Company

Harleysville, Pennsylvania

[355 Maple Avenue – Harleysville, PA 19438-2297
Tel 800.222.1981 • 215.256.5000 – www.harleysvillelife.com]

FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT

Annuity Proceeds begin on the Annuity Date.

Policy Proceeds are payable in the event of death prior to the Annuity Date.

Flexible Premiums are as stated in the Premium Provision.

A Waiver of Surrender Charges benefit is included in the Policy Values Provision.

Schedule of Benefits and Premiums is shown on Page 3.

Nonparticipating (No Dividends Payable).



Harleysville Life Insurance Company
Harleysville, Pennsylvania

[355 Maple Avenue – Harleysville, PA 19438-2297
Tel 800.222.1981 • 215.256.5000 – www.harleysvillelife.com]

Thank you for choosing Harleysville Life Insurance Company.
For Inquiries, Information and Resolution of Complaints, please call: [1-800-222-1981]

[Arkansas Insurance Department 1-877-881-6388]

In this Annuity Contract, Harleysville Life Insurance Company will be referred to as "We," "Us" or "Our." The Owner (referred to as "You," or "Your") is the Annuitant, unless another person is named in the application or later becomes the Owner as allowed by this Annuity Contract.

If You are living on the Annuity Date, We agree that, beginning on the Annuity Date, We will begin paying the Annuity Proceeds to You by applying the Settlement Option chosen by You to the current Accumulation Value as of the Annuity Date.

If the first to die of the Annuitant or the Owner dies before the Annuity Date, We will pay the Policy Proceeds to the Beneficiary of the Annuity Contract in accordance with the provisions on Page 7.

PLEASE READ THIS ANNUITY CONTRACT CAREFULLY, IT IS A LEGAL CONTRACT BETWEEN YOU AND US.

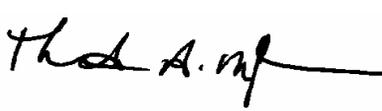
20 Day Right to Examine Annuity Contract. Within twenty days after delivery, You may return it to Us or to the representative from whom it was purchased, or to any other agent of Our company, with a Written Request for a full refund of Premium, including any fees or charges. Upon such request, this Annuity Contract will be void from the Date of Issue and the parties shall be in the same position as if no Annuity Contract had been issued. If this is a replacement of an existing Policy or contract, Your right to examine this Annuity Contract is extended from twenty days to thirty days, or any longer period as may be required by applicable law of the state where the Annuity Contract is delivered or issued for delivery.

We issue this Annuity Contract in consideration of the attached application and the payment of the single Premium. All provisions included in this and the following pages are part of the Annuity Contract.

This Annuity Contract is signed at Our home office, Harleysville, Pennsylvania, on the Date of Issue.

[]

[Robert A. Kauffman]
[Director and Secretary]

[]

[Theodore A. Majewski]
[President and Chief Operating Officer]

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Annuity Proceeds begin on the Annuity Date.
Policy Proceeds are payable in the event of death prior to the Annuity Date.

A Waiver of Surrender Charges benefit is included in the Policy Values Provision.

Schedule of Benefits and Premium is shown on Page 3.
Nonparticipating (No Dividends Payable).

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Schedule of Policy Values	3A	Settlement Options.....	8
Contract Provisions	4		

Followed by any Endorsements and additional Benefit Riders, if applicable.

DEFINITIONS

Age - The Annuitant's age at the Annuitant's nearest birthday as shown on Page 3.

Annuitant - The person on whose life the Annuity Contract is written. The annuitant's name is shown on Page 3.

Annuity Contract - The Annuity Contract consists of this document, including all applicable endorsements and the application. It establishes the terms, provisions and conditions of the annuity.

Annuity Date - The anniversary date of the Annuity Contract and year in which the Annuity Contract matures. The date is shown on Page 3.

Beneficiary - The person(s) who is (are) named in the application or by later designation to receive the Policy Proceeds.

Date of Issue - The date the Annuity Contract is issued. Policy anniversaries, Policy years, and Policy months are determined from this date. The Date of Issue is shown on Page 3.

Monthly Date - The same day of each month as the Date of Issue.

Policy – See Annuity Contract.

Proceeds - The amount We will pay under the terms of Your Annuity Contract:

1. Policy Proceeds, as defined on page 7, are paid if the first to die of the Annuitant or the Owner dies; or
2. Cash Surrender Value, as defined on page 6, is paid if You surrender the Annuity Contract before the Annuity Date; or
3. Annuity Proceeds, as defined on page 5, are paid if the Annuitant is living on the Annuity Date.

We, Our, Us - Harleysville Life Insurance Company.

Written Request - A request in writing on a form acceptable to Us signed by You. We also may require that Your Annuity Contract be sent in with Your Written Request. We are not responsible for any payment made or action taken before this information is recorded in Our home office.

You, Your - The Owner of this Annuity Contract. The Owner may or may not be the Annuitant. The Owner is shown on Page 3.

SCHEDULE OF BENEFITS AND PREMIUM

DESCRIPTION OF BENEFITS	SINGLE PREMIUM
SINGLE PREMIUM DEFERRED ANNUITY	[\$10,000.00]

THE SINGLE PREMIUM OF [\$10,000.00] IS DUE ON OR BEFORE THE DATE OF ISSUE.

ANNUITANT: [JOHN DOE]	ANNUITY DATE: [NOVEMBER 1, 2030]
AGE: [50]	SETTLEMENT OPTION ELECTED: [LIFE AND 10 YEARS CERTAIN]
SEX: [MALE]	GUARANTEED MONTHLY INCOME AT ANNUITY DATE: [\$68.82]
POLICY NUMBER: [123456]	BENEFICIARY AND OWNER: [AS STATED IN THE APPLICATION UNLESS CHANGED AS PROVIDED FOR IN THIS POLICY.]
DATE OF ISSUE: [NOVEMBER 1, 2010]	

NOTE: THE GUARANTEED MONTHLY INCOME AT THE ANNUITY DATE (SHOWN ABOVE) AND THE GUARANTEED CASH SURRENDER VALUE (SHOWN ON PAGE 3A) ARE BASED ON THE ASSUMPTION THAT:

- 1. THE SINGLE PREMIUM IS PAID ON THE DATE OF ISSUE.**
- 2. INTEREST IS CREDITED AT THE GUARANTEED INTEREST RATE FROM THE DATE OF ISSUE TO THE ANNUITY DATE.**
- 3. NO WITHDRAWALS OR BENEFITS HAVE BEEN PAID.**

GUARANTEED INTEREST RATE: [1.50%] FOR ALL DURATIONS FROM THE DATE OF ISSUE TO THE ANNUITY DATE.

POLICY NUMBER: [123456]

SURRENDER CHARGE TABLE

DURING POLICY YEAR	SURRENDER CHARGE PERCENTAGE
1	7%
2	7%
3	7%
4	6%
5	5%
6 AND AFTER	0%

THE SURRENDER CHARGE PERCENTAGES APPLY TO AMOUNTS WITHDRAWN OR SURRENDERED THAT ARE SUBJECT TO SURRENDER CHARGES. YOU ARE ENTITLED TO MAKE WITHDRAWALS WITHOUT SURRENDER CHARGES AS DESCRIBED IN THE WITHDRAWAL PROVISION OF THIS POLICY ON PAGE 6, AND IN ANY BENEFIT RIDERS, IF APPLICABLE.

SCHEDULE OF POLICY VALUES

AT END OF POLICY YEAR	GUARANTEED ACCUMULATION VALUE	GUARANTEED CASH SURRENDER VALUE
1	10,150.00	9,439.50
2	10,302.25	9,652.14
3	10,456.78	9,869.04
4	10,613.64	10,165.04
5	10,772.84	10,446.47
6	10,934.43	10,934.43
7	11,098.45	11,098.45
8	11,264.93	11,264.93
9	11,433.90	11,433.90
10	11,605.41	11,605.41
11	11,779.49	11,779.49
12	11,956.18	11,956.18
13	12,135.52	12,135.52
14	12,317.56	12,317.56
15	12,502.32	12,502.32
16	12,689.86	12,689.86
17	12,880.20	12,880.20
18	13,073.41	13,073.41
19	13,269.51	13,269.51
20	13,468.55	13,468.55
ANNUITY DATE:	13,468.55	13,468.55

CONTRACT PROVISIONS

OWNERSHIP - This Annuity Contract is owned by You. Unless You provide otherwise by Written Request, You exercise all rights and privileges in Your Annuity Contract while the Annuitant is living. If You are not the Annuitant and You die, Your estate will be the Owner unless otherwise provided.

You may change the Owner by Written Request. You must make this change while the Annuitant is alive. The change is not valid until We approve Your request in writing, at which time, the change will take effect on the date the request is signed by You, unless You specify otherwise in Your Written Request. The change is subject to:

1. The rights of any assignee of which We have been notified.
2. Any payment made or other action taken by Us before Our receipt of Your request.

BENEFICIARY - The Beneficiary is named in the application, unless a later change is shown in Our records. We will pay the Policy Proceeds to the Beneficiary. If You have not named a Beneficiary or the Beneficiary is not alive, You or Your estate will be the Beneficiary.

You may change the Beneficiary by Written Request. You must make this change while the Annuitant is alive. The change is not valid until We approve Your request in writing, at which time, the change will take effect on the date the request is signed by You, unless You specify otherwise in Your Written Request. The change is subject to any payments made or actions taken by Us prior to receipt of this notice.

CONSIDERATION; ENTIRE CONTRACT - This Annuity Contract, including all applicable endorsements, is issued in consideration of: (a) the attached application; and (b) the payment of the single Premium. This Annuity Contract and the application are the entire contract between You and Us. We attached a copy of the application when We issued this Annuity Contract. All statements made in the application are considered representations and not warranties, except in the case of fraud.

MODIFICATION OF ANNUITY CONTRACT – No agent has authority to change this Annuity Contract or waive any of its provisions. Any change in this Annuity Contract will be binding on Us only when endorsed by Our President, Vice President or Secretary.

INCONTESTABILITY - This Annuity Contract is incontestable from its Date of Issue.

MISSTATEMENT OF AGE OR SEX – If the Age or sex of the Annuitant shown on Page 3 is incorrect, We will adjust any benefits to those which the Premium paid would have purchased at the correct Age and sex. Any overpayments or underpayments made by the insurer will be adjusted using the Guaranteed Interest Rate.

ASSIGNMENT - You may assign Your Annuity Contract while the Annuitant is alive. The change is not valid until We approve Your request in writing, at which time the Assignment shall take effect on the date the Written Request for the Assignment is signed by You, unless You specify otherwise in Your Written Request. The change is subject to any payments made or actions taken by Us prior to receipt of this notice. The Assignment will affect Your rights and the rights of any Beneficiary. We shall not be liable for the validity of any Assignment.

NONPARTICIPATING - We will not pay dividends on Your Annuity Contract from Our surplus or profits.

REPORTS - At least once a year and without charge, We will furnish You with a statement of the current Cash Surrender Value as of a date not more than four months prior to the date of the mailing. Additional status reports are available to You upon request. There is no charge for an additional status report.

The status report shall contain at least the following information:

1. The beginning and end dates of the current report period.
2. The Accumulation Value at the beginning of the current report period and at the end of the current report period.
3. The amounts that have been credited or debited to the Accumulation Value during the current report period.
4. The Cash Surrender Value at the end of the current report period.
5. The amount of the Policy Proceeds at the end of the current report period.

PAYMENTS BY US – Any amount payable by Us will be made from Our home office in Harleysville, Pennsylvania, 19438. The Annuity Contract must be surrendered at Our home office when settlement is made. Proceeds, other than for death, will be paid to You. If the Annuitant dies before the Annuity Date, Proceeds will be paid under the Policy Proceeds provision. All Proceeds are subject to the rights of any assignee.

PREMIUM - You must pay Us the single Premium due at issue on the date and for the amount shown on Page 3. The effective date of the Premium will be the date on which We receive it. We will send You a receipt for the Premium if You Request one.

ANNUITY PROCEEDS - The amount of the Annuity Proceeds will be determined by applying the current Settlement Option Chosen by You to the current Accumulation Value as of the Annuity Date.

PAYMENT TO ANNUITANT- If You are not the Annuitant, We will, upon Written Request, make payments to the Annuitant, instead of to You under any Settlement Option. The Settlement Option must be payable as a result of surrender or attainment of the Annuity Date. Written Requests must be made no later than 30 days before the first payment is made under the Settlement Option. This Written Request cannot be revoked after payments have begun. All requests are subject to the rights of any assignee.

SETTLEMENT OPTION CHANGES - You can change the Settlement Option and the Annuity Date shown on Page 3. Changes can be made at any time. Any change is subject to the following conditions:

1. The new Annuity Date must be after the date which We receive Written Request for change.
2. The Annuitant must be living at the time of change.
3. Payments are not currently being made under any settlement of the Proceeds of the Annuity Contract.
4. This Annuity Contract has not been surrendered.
5. Written Request for change has been received at Our home office.

All changes take effect on the day We receive the Written Request. All changes are subject to the rights of any assignee.

TAX QUALIFICATION - This Policy is intended to qualify as an Annuity Contract for federal income tax purposes. The provisions of this Annuity Contract are to be interpreted to maintain such qualification, to prevent loss of advantages of tax deferral, and to prevent any possible tax penalties, notwithstanding any other provisions to the contrary. To maintain such tax qualification, We reserve the right to amend this Annuity Contract to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this Annuity Contract to any applicable changes in the tax qualification requirements, subject to regulatory approval. We will send You a copy in the event of any such amendment. If You refuse such an amendment, it must be by giving Us a Written Request, and Your refusal may result in adverse tax consequences.

POLICY VALUES

NET PREMIUM - A Net Premium is equal to the single Premium paid reduced by the following:

1. Any applicable premium tax;
2. Any considerations or Premium for any Benefit Riders, if applicable, attached to this Annuity Contract.

ACCUMULATION VALUE- This Annuity Contract has an Accumulation Value. The Accumulation Value is equal to the accumulation from the Date of Issue of the Net Premium received by Us, minus any Withdrawals, at the Guaranteed Interest Rate. Any Excess Interest credited to this Annuity Contract will also be included in the Accumulation Value. The Accumulation Value is applicable before the Annuity Date.

CASH SURRENDER VALUE- You may surrender this Annuity Contract for its Cash Surrender Value in lieu electing payment of Annuity Proceeds. Surrender is subject to the following:

1. The Annuity Contract is surrendered to Us at Our home office.
2. The Annuitant is living on the date We receive the Annuity Contract.
3. The effective date of surrender is at or before the Annuity Date prior to the commencement of any Annuity Proceeds.

The Cash Surrender Value is equal to the Accumulation Value minus any Surrender Charges. On surrender or Withdrawal, Surrender Charges are equal to the applicable percentage, as shown in the "Surrender Charge Table" on Page 3A, of the amount surrendered or withdrawn.

Surrender of Your Annuity Contract will be effective on the date We receive the Annuity Contract. We are allowed to defer the Cash Surrender Value for up to 6 months after We receive Your Annuity Contract.

If the Cash Surrender Value becomes less than \$100 and no payment has been made under the Annuity Contract for a period of two full years, We may pay the Cash Surrender Value to You and this Annuity Contract may terminate. Termination will be effective 31 days after notice is mailed to the last known address of the Annuitant, You and any assignee of record with Us.

GUARANTEED INTEREST RATE- The Guaranteed Interest Rate is shown on Page 3.

EXCESS INTEREST - At Our discretion, We may credit Excess Interest on the Accumulation Value. Excess Interest rates will not be changed more often than monthly and will apply for at least twelve months. An annual notice will be supplied to the Policyowner stating the current Accumulation Value of the Annuity Contract.

BASIS OF VALUES - All values in this Annuity Contract before the Annuity Date are based on the Guaranteed Interest Rate shown on Page 3. The Amount of the Annuity Proceeds, Cash Surrender Value, and Policy Proceeds are not less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805.

GUARANTEED ACCUMULATION VALUES – Guaranteed Accumulation Values are shown on Page 3A. These values reflect the single Premium has been paid. The Net Premium is accumulated at the Guaranteed Interest Rate. These values assume no Withdrawals or Excess Interest. Values for years not shown are calculated on the same basis and are available on request. Interest will be applied on a daily basis and compounded annually. All values and reserves equal or exceed those required by law in the state in which this Annuity Contract is delivered or issued for delivery.

WITHDRAWALS – You may withdraw part of the Cash Surrender Value of the Annuity Contract. Each request for a Withdrawal shall be deemed to be for an amount equal to the sum requested plus any Surrender Charge, unless the sum requested is stated to be the amount of the Withdrawal net of Surrender Charge.

After the first Policy year, You may withdraw up to 10% of the Accumulation Value as of the end of the prior Policy year without a Surrender Charge. After each subsequent year, You are entitled to withdraw an additional 10% of the Accumulation Value as of the end of the prior Policy year without a Surrender Charge. If the full 10% of Accumulated Value as of end of the prior Policy year is not withdrawn in any given Policy year, any unused percentage available will be credited to future Withdrawals on a cumulative basis. The maximum Withdrawal amount available without a Surrender Charge is 50% of the Accumulation Value as of

the end of the prior Policy year. Any amounts withdrawn under a Benefit Rider, if applicable, will reduce the amount available without a Surrender Charge. If You withdraw more than the amount available without a Surrender Charge, the excess will be reduced by the Surrender Charge Percentage shown on Page 3A. All amounts withdrawn in the first Policy year are subject to the Surrender Charge Percentage.

You may request a Withdrawal no more than twice per Policy year. This request must be in writing to Us at Our home office. We are allowed to defer a Withdrawal for a period up to 6 months after You request a Withdrawal. The effective date of any Withdrawal will be the date We received Your Written Request.

MINIMUM REQUIRED DISTRIBUTION - The Withdrawal amount available from this Annuity Contract with respect to the Internal Revenue Code Section 401(a)(9) minimum distribution requirement is based solely on the Accumulation Value, and is not subject to any Surrender Charges.

WAIVER OF SURRENDER CHARGES – We will waive any applicable Surrender Charges under the following conditions:

AT THE ANNUITY DATE - Surrender Charges are not applicable at the Annuity Date.

DEATH OF THE ANNUITANT OR THE OWNER - If the Accumulation Value is being paid to the Beneficiary on the death of the Annuitant or the Owner before the Annuity Date.

MINIMUM DISTRIBUTION REQUIREMENT – Surrender Charges are not applicable if a required minimum distribution is made from a tax qualified contract.

POLICY PROCEEDS

POLICY PROCEEDS - The Policy Proceeds will be paid upon the receipt of proof satisfactory to Us of the death of the first to die of the Annuitant or Owner prior to the date Annuity Proceeds under one of the Settlement Options become payable. Due proof of death includes, but is not limited to, a fully completed Beneficiary claim form, a certified copy of the death certificate of the Insured or other lawful evidence providing equivalent information, and the return of the Schedule of Benefits and Premiums page or a completed Request for Duplicate Policy form.

Payment will be issued in a timely fashion and in accordance with the Beneficiary designations of record or the provisions of this Annuity Contract.

DEATH OF ANNUITANT – If the Annuitant dies before the Annuity Date, We will pay the Beneficiary the Policy Proceeds. The Policy Proceeds are equal to the Accumulation Value on the date that We receive proof of death. The Policy Proceeds are paid in a lump sum unless a Settlement Option is chosen by the Beneficiary.

If the Annuitant and the Owner are the same person, the Death of the Owner provision below will also apply.

DEATH OF OWNER – If the Owner dies before the Annuitant, (or the Owner and the Annuitant are the same) We will pay the Beneficiary the Policy Proceeds. The Policy Proceeds are paid in a lump sum unless a Settlement Option is chosen. If a Settlement Option is chosen by the Beneficiary, the entire Proceeds of the Annuity Contract must either:

1. Be distributed within five years of the death of the Owner; or
2. Provide for payments over a fixed period that does not extend beyond the Beneficiary's life expectancy and commence within one year of the death of the Owner.

SPOUSAL EXCEPTION – If the Owner dies and the Beneficiary is the surviving spouse of the Owner, the Beneficiary may elect to become the new Owner of the Annuity Contract in lieu of receiving the Policy Proceeds as described above, and the Annuity Contract will continue in force. If the Owner was also the Annuitant, the surviving spouse Beneficiary will also become the new Annuitant for all purposes under this Annuity Contract.

SETTLEMENT OPTIONS

ELECTION OF A SETTLEMENT OPTION - We will make payment on the Settlement Option elected. The Settlement Options are described below. You may change the Settlement Option elected by Written Request on or before the Annuity Date. In the event the Owner has not elected a Settlement Option, the default Settlement Option shall be Option 3 – Life Income with 10 Years Certain.

AVAILABILITY OF SETTLEMENT OPTIONS – No election of any option may be made under the Annuity Contract for any payee unless such election would produce a periodic payment of at least \$50 to that payee. If at any time payments to be made become less than \$50 each, We shall have the right to change the frequency of payments to such interval as shall result in the payment of at least \$50. Subject to this condition, payment may be made annually, semi-annually, quarterly or monthly.

METHOD OF PAYMENT - We will make payments monthly, quarterly, semi-annually or annually at the option of the payee. We will furnish upon request the amounts of the payments not shown in the table on the next page. The first payment will be made at the end of the first payment interval. If the Proceeds arise from surrender, We are allowed to defer the first payment under any Option for a period of up to six months.

DESCRIPTION OF SETTLEMENT OPTIONS -

Option 1 - Specified Period. We will make equal payments for a specified period of up to 30 years. The amount of each payment will be determined from the Settlement Option Table.

Option 2 - Life Income. We will make payments during the lifetime of the payee, ceasing with the last payment due prior to the death of the payee.

Option 3 - Life Income with 10 Years Certain. We will make payments for the lifetime of the payee with payments guaranteed for a minimum period of 10 years.

Option 4 - Joint and 50% Survivor Life Income. We will make payments to two payees while both are alive. After the Primary Annuitant dies, We will pay 50% of the initial monthly payment for as long as the survivor lives.

Options 1, 2, 3 and 4 are available at the ages shown in the table on the following page. On request, We may consider these options at other ages.

At the time of their commencement, the Annuity Proceeds provided under these options will not be less than those that would be provided by the application of the Cash Surrender Value to purchase a Single Premium Immediate Annuity Contract at purchase rates offered by the company at the time to the same class of Annuitants.

WITHDRAWAL VALUE - There are no withdrawal privileges under Options 2, 3, or 4.

Under Option 1, the withdrawal value will be the commuted value of any monthly payments not yet paid. We will calculate this value at a compound rate of interest of 1% per year.

RIGHTS OF PAYEE - If a payee has the right to receive a withdrawal value, the payee may send Us a Written Request in order to name a contingent payee to receive any amount if the payee dies.

REQUEST FOR ALTERNATE PAYMENT - The payee may request another form of payment in writing. However, We must approve this request.

ANNUITY OPTION - The payee may use the Proceeds under the Annuity Contract to purchase a Single Premium Immediate Annuity being issued by Us on the date of settlement. The payee may elect this by filing Written Request within 31 days of settlement. The Single Premium Immediate Annuity must be on the payee's own life.

BASIS OF OPTIONS - Option 1 is based on 1.5% interest. Payments under Options 2, 3 and 4 are based on 1.5% interest using the Annuity 2000 mortality table with 10 years projected using Projected Scale G.

TABLES OF MONTHLY PAYMENTS UNDER OPTIONAL METHODS OF SETTLEMENT

Per \$1,000 of Proceeds Settled

Option 1

Income for Specified Period	Years	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	Payment	17.04	14.30	12.36	10.91	9.80	8.92	8.18	7.56	7.05	6.61	6.24	5.91	5.63	5.35	5.11
Years	20	21	22	23	24	25	26	27	28	29	30					
	Payment	4.89	4.69	4.51	4.34	4.19	4.05	3.92	3.80	3.69	3.59	3.49				

Option 2 - Life Only

Age	Male	Female	Age	Male	Female
50	3.01	2.78	68	5.02	4.47
51	3.07	2.83	69	5.21	4.64
52	3.14	2.89	70	5.41	4.81
53	3.22	2.96	71	5.63	5.00
54	3.29	3.02	72	5.86	5.20
55	3.38	3.09	73	6.10	5.42
56	3.46	3.16	74	6.37	5.66
57	3.55	3.24	75	6.65	5.91
58	3.65	3.32	76	6.94	6.19
59	3.75	3.41	77	7.27	6.49
60	3.86	3.50	78	7.61	6.81
61	3.97	3.60	79	7.98	7.15
62	4.09	3.70	80	8.37	7.53
63	4.22	3.81	81	8.79	7.94
64	4.36	3.93	82	9.24	8.38
65	4.51	4.05	83	9.72	8.86
66	4.67	4.18	84	10.24	9.38
67	4.84	4.32	85	10.80	9.94

Option 3 - Life Income with 10 Years Certain

Age	Male	Female	Age	Male	Female
50	2.99	2.77	68	4.80	4.37
51	3.06	2.82	69	4.96	4.51
52	3.12	2.88	70	5.11	4.66
53	3.19	2.94	71	5.27	4.82
54	3.27	3.01	72	5.44	4.99
55	3.34	3.08	73	5.61	5.16
56	3.43	3.15	74	5.79	5.35
57	3.51	3.22	75	5.97	5.54
58	3.60	3.30	76	6.15	5.73
59	3.70	3.38	77	6.34	5.93
60	3.80	3.47	78	6.52	6.14
61	3.90	3.56	79	6.71	6.35
62	4.01	3.66	80	6.89	6.56
63	4.13	3.76	81	7.07	6.76
64	4.25	3.87	82	7.25	6.97
65	4.38	3.99	83	7.42	7.17
66	4.52	4.11	84	7.58	7.36
67	4.66	4.24	85	7.73	7.54

Option 4 - Joint Life Income

Monthly Income Payable During the Joint Lifetime of the Two Payees and Continuing for One-Half (1/2) of the Original Amount to the Secondary Annuitant Upon the Primary Annuitant's Death.

Secondary Annuitant *Age on Last Birthday - Female

Primary Annuitant *Age on Last Birthday - Male	Secondary Annuitant *Age on Last Birthday - Female																				
	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68
50	2.71	2.72	2.74	2.75	2.77	2.78	2.80	2.81	2.82	2.84	2.85	2.86	2.87	2.88	2.89	2.90	2.91	2.92	2.92	2.93	2.94
51	2.74	2.76	2.78	2.79	2.81	2.82	2.84	2.85	2.87	2.88	2.89	2.91	2.92	2.93	2.94	2.95	2.96	2.97	2.98	2.99	3.00
52	2.78	2.80	2.82	2.83	2.85	2.87	2.88	2.90	2.91	2.93	2.94	2.96	2.97	2.98	2.99	3.01	3.02	3.03	3.04	3.05	3.05
53	2.82	2.84	2.85	2.87	2.89	2.91	2.93	2.94	2.96	2.98	2.99	3.01	3.02	3.04	3.05	3.06	3.07	3.09	3.10	3.11	3.12
54	2.85	2.87	2.89	2.91	2.93	2.95	2.97	2.99	3.01	3.03	3.04	3.06	3.08	3.09	3.11	3.12	3.13	3.15	3.16	3.17	3.18
55	2.89	2.91	2.94	2.96	2.98	3.00	3.02	3.04	3.06	3.08	3.10	3.11	3.13	3.15	3.16	3.18	3.19	3.21	3.22	3.23	3.25
56	2.93	2.95	2.98	3.00	3.02	3.04	3.06	3.09	3.11	3.13	3.15	3.17	3.19	3.21	3.22	3.24	3.26	3.27	3.29	3.30	3.31
57	2.97	2.99	3.02	3.04	3.07	3.09	3.11	3.14	3.16	3.18	3.20	3.22	3.24	3.26	3.28	3.30	3.32	3.34	3.35	3.37	3.39
58	3.01	3.04	3.06	3.09	3.11	3.14	3.16	3.19	3.21	3.23	3.26	3.28	3.30	3.33	3.35	3.37	3.39	3.41	3.42	3.44	3.46
59	3.05	3.08	3.11	3.13	3.16	3.18	3.21	3.24	3.26	3.29	3.31	3.34	3.36	3.39	3.41	3.43	3.46	3.48	3.50	3.52	3.53
60	3.09	3.12	3.15	3.18	3.21	3.23	3.26	3.29	3.32	3.35	3.37	3.40	3.43	3.45	3.48	3.50	3.53	3.55	3.57	3.59	3.61
61	3.14	3.17	3.20	3.22	3.25	3.28	3.31	3.34	3.37	3.40	3.43	3.46	3.49	3.52	3.55	3.57	3.60	3.62	3.65	3.67	3.70
62	3.18	3.21	3.24	3.27	3.30	3.34	3.37	3.40	3.43	3.46	3.49	3.52	3.55	3.59	3.62	3.64	3.67	3.70	3.73	3.75	3.78
63	3.23	3.26	3.29	3.32	3.35	3.39	3.42	3.45	3.49	3.52	3.55	3.59	3.62	3.65	3.69	3.72	3.75	3.78	3.81	3.84	3.87
64	3.27	3.30	3.34	3.37	3.41	3.44	3.48	3.51	3.55	3.58	3.62	3.65	3.69	3.72	3.76	3.79	3.83	3.86	3.89	3.93	3.96
65	3.32	3.35	3.39	3.42	3.46	3.49	3.53	3.57	3.61	3.64	3.68	3.72	3.76	3.80	3.83	3.87	3.91	3.95	3.98	4.02	4.05
66	3.37	3.40	3.44	3.47	3.51	3.55	3.59	3.63	3.67	3.71	3.75	3.79	3.83	3.87	3.91	3.95	3.99	4.03	4.07	4.11	4.14
67	3.41	3.45	3.49	3.53	3.57	3.61	3.65	3.69	3.73	3.77	3.82	3.86	3.90	3.95	3.99	4.03	4.08	4.12	4.16	4.20	4.24
68	3.46	3.50	3.54	3.58	3.62	3.66	3.71	3.75	3.79	3.84	3.88	3.93	3.97	4.02	4.07	4.11	4.16	4.21	4.25	4.30	4.34
69	3.51	3.55	3.59	3.63	3.68	3.72	3.76	3.81	3.86	3.90	3.95	4.00	4.05	4.10	4.15	4.20	4.25	4.30	4.35	4.40	4.44
70	3.56	3.60	3.64	3.69	3.73	3.78	3.82	3.87	3.92	3.97	4.02	4.07	4.12	4.18	4.23	4.28	4.34	4.39	4.44	4.50	4.55



Harleysville Life Insurance Company

Harleysville, Pennsylvania

[355 Maple Avenue – Harleysville, PA 19438-2297
Tel 800.222.1981 • 215.256.5000 – www.harleysvillelife.com]

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Annuity Proceeds begin on the Annuity Date.

Policy Proceeds are payable in the event of death prior to the Annuity Date.

A Waiver of Surrender Charges benefit is included in the Policy Values Provision.

Schedule of Benefits and Premium is shown on Page 3.
Nonparticipating (No Dividends Payable).

SERFF Tracking Number: MCHX-G126951928 State: Arkansas
 Filing Company: Harleysville Life Insurance Company State Tracking Number: 47542
 Company Tracking Number: SPDA-001 (ED 11-10)
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.003 Single Premium
 Variable and Variable
 Product Name: SPDA-001 (ED 11-10) Single Premium Deferred Annuity
 Project Name/Number: SPDA-001 (ED 11-10) Single Premium Deferred Annuity - Harleysville Life Insurance Company /SPDA-001 (ED 11-10) Single Premium Deferred Annuity - Harleysville Life Insurance Company

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR Readability Certification.PDF
 AR Cert of Compl 23-79-138 and R&R 49.PDF
 AR Cert of Compliance with Rule 19.PDF

Item Status: **Status Date:**

Satisfied - Item: Authorization Letter

Comments:

Attachment:

2010 Harleysville Third Party Authorization Letter.PDF

Item Status: **Status Date:**

Satisfied - Item: AR Notice to Policyholders

Comments:

Attachment:

LFEA-138 (Ed_ 10-09) ARK Notice to Policyholders.PDF

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability FPDA-001
(ED 11-10)

Comments:

Attachment:

SOV for Policy FPDA-001 (ED 11-10).PDF

SERFF Tracking Number: MCHX-G126951928 State: Arkansas
Filing Company: Harleysville Life Insurance Company State Tracking Number: 47542
Company Tracking Number: SPDA-001 (ED 11-10)
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.003 Single Premium
Variable and Variable
Product Name: SPDA-001 (ED 11-10) Single Premium Deferred Annuity
Project Name/Number: SPDA-001 (ED 11-10) Single Premium Deferred Annuity - Harleysville Life Insurance Company /SPDA-001 (ED 11-10) Single
Premium Deferred Annuity - Harleysville Life Insurance Company

Item Status: **Status
Date:**

Satisfied - Item: Statement of Variability SPDA-001
(ED 11-10)

Comments:

Attachment:

SOV for Policy SPDA-001 (ED 11-10).PDF

Item Status: **Status
Date:**

Satisfied - Item: Application

Comments:

Attachment:

LFOA-265 (Ed_ 02-06) Def Annuity App.PDF

Item Status: **Status
Date:**

Satisfied - Item: AR Guaranty Association Notice

Comments:

Attachment:

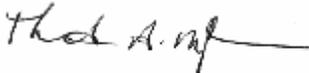
GAN-009 (AR) (Ed_ 01-04) Guar Assoc Not - AR.PDF

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Harleysville Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
FPDA-001 (ED 11-10)	86.5
SPDA-001 (ED 11-10)	86.5

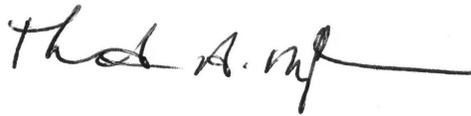
Signed: 
Name: Theodore A. Majewski
Title: President and Chief Operating Officer
Date: 12/16/2010

CERTIFICATE OF COMPLIANCE

Insurer: Harleysville Life Insurance Company

Form Numbers: FPDA-001 (ED 11-10) and SPDA-001 (ED 11-10)

I hereby certify that the filing above meets all applicable Arkansas requirements including Regulation 49 (Life and Health Guaranty Fund Notice) and Ark. Code Ann. 23-79-138 and Bulletin 11-88 (Consumer Information Notice).



Signature of Company Officer

Theodore A. Majewski

Name

President and Chief Operating Officer

Title

12/14/10

Date

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Harleysville Life Insurance Company

Form Number(s): FPDA-001 (ED 11-10)
SPDA-001 (ED 11-10)

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

Theodore A. Majewski

Name

President and Chief Operating Officer

Title

12/14/10

Date

Harleysville Life Insurance
355 Maple Avenue
Harleysville, PA 19438-2297
www.harleysvillelife.com

Tel 800.222.1981
215.513.6400
Fax 215.513.6410



February 22, 2010

NAIC Company Code: 64327

Re: Attached Filing Submission

Please accept this letter as authorization from Harleysville Life Insurance Company for McHugh Consulting Resources, Inc. to file any or all policy forms as well as actuarial materials as referenced in the corresponding SERFF filing on behalf of Harleysville Life Insurance Company.

Sincerely,

A handwritten signature in black ink, appearing to read "Theodore A. Majewski". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Theodore A. Majewski
President and Chief Operating Officer
Harleysville Life Insurance Company

HARLEYSVILLE LIFE INSURANCE COMPANY
Harleysville, Pennsylvania

FOR POLICIES ISSUED IN ARKANSAS

Issued by Harleysville Life Insurance Company to the Policyholder.

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Harleysville Life Insurance Company
355 Maple Avenue
Customer Relations Department
Harleysville PA 19438
1-800-222-1981

Policyholder Service Office of Company: Harleysville Life Insurance Company

Address: 355 Maple Avenue Harleysville, PA 19438

Telephone Number: 1-800-222-1981

Name of Agent: _____

Address: _____

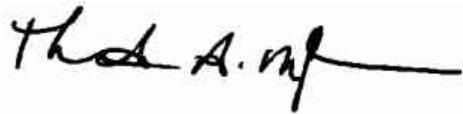
Telephone Number: _____

If we at Harleysville Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201
(501) 371-2640 or (800) 852-5494



Robert A. Kauffman
Director and Secretary



Theodore A. Majewski
President and Chief Operating Officer

HARLEYSVILLE LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY

Form FPDA-001 (ED 11-10), Flexible Premium Deferred Annuity Contract
Form FPDA-001 (ED 11-10), Schedule of Benefits and Premiums

The following items in the Annuity Contract and Schedule of Benefits and Premiums pages are bracketed and considered variable. We have included an explanation for only those items that are not considered John Doe items.

Page 1

Company address, telephone number and web address could change in the future.

Company Telephone number for Inquiries, Information and Resolution of Complaints could change in the future.

State Insurance Department and Telephone Number will vary depending on the state where the policy is delivered or issued for delivery.

Company Officers could change in the future.

Page 3

Payment Mode may be either annual, semi-annual, quarterly or monthly as selected in the application.

Settlement Option can be either Specified Period, Life Income, Life Income with 10 Year Certain, Joint and 50% Survivor Life Income.

Guaranteed Interest Rate can vary from 1.00% to 3.00%. This rate will be set at policy issue for all durations of the policy at a level which satisfies the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805.

All other bracketed items are John Doe items and will vary based on the insured's characteristics and selections.

Page 3A

All bracketed items are John Doe items and will vary based on the insured's characteristics and selections.

Page 10

Company address, telephone number and web address could change in the future.

HARLEYSVILLE LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY

Form SPDA-001 (ED 11-10), Single Premium Deferred Annuity Contract
Form SPDA-001 (ED 11-10), Schedule of Benefits and Premium

The following items in the Annuity Contract and Schedule of Benefits and Premium pages are bracketed and considered variable. We have included an explanation for only those items that are not considered John Doe items.

Page 1

Company address, telephone number and web address could change in the future.

Company Telephone number for Inquiries, Information and Resolution of Complaints could change in the future.

State Insurance Department and Telephone Number will vary depending on the state where the policy is delivered or issued for delivery.

Company Officers could change in the future.

Page 3

Settlement Option can be either Specified Period, Life Income, Life Income with 10 Year Certain, Joint and 50% Survivor Life Income.

Guaranteed Interest Rate can vary from 1.00% to 3.00%. This rate will be set at policy issue for all durations of the policy at a level which satisfies the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805.

All other bracketed items are John Doe items and will vary based on the insured's characteristics and selections.

Page 3A

All bracketed items are John Doe items and will vary based on the insured's characteristics and selections.

Page 10

Company address, telephone number and web address could change in the future.

Plan Information (continued)	<p>f. Is this a Qualified Annuity: <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please provide the following information: Credit payment of \$ _____ to tax year _____</p> <p>g. Is the Annuitant or Owner currently confined to a Nursing Care Facility? <input type="checkbox"/> Yes <input type="checkbox"/> No ("Nursing Care Facility" is defined as a licensed skilled, intermediate or custodial care facility whose primary function is to provide nursing and/or custodial care and room and board to individuals who are not able to care for themselves and require nursing care which is provided under the direction of a physician, a registered nurse (RN), a licensed practical nurse (LPN; or a licensed vocational nurse (LVN)). If "Yes", please indicate name of person: _____</p> <p>h. Has either the Annuitant or Owner been diagnosed as having a Terminal Illness: <input type="checkbox"/> Yes <input type="checkbox"/> No ("Terminal Illness" is defined as an illness that is anticipated to result in death within one year. The diagnosis must be made by a qualified physician.) If "Yes", please indicate name of person: _____</p>
7. Other Policies	Does the Annuitant have any existing life insurance or annuity products? <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Special Instructions	(Transfer Company information, additional beneficiaries, annuity income date, etc.): _____ _____ _____
Warning Notices	<p>District of Columbia: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant. New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Tennessee: It is crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Virginia: It is a crime to knowingly provide false, incomplete, misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. All other states: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p>
Financial Institution Disclosure	Insurance policies and annuities are not a deposit or other obligation of, or guaranteed by a bank, any affiliate of a bank, or savings association, and are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, a bank, any affiliate of a bank, or savings association.
Company Disclaimer	Harleysville Life Insurance Company does not provide tax or legal advice. Please consult a personal advisor or your qualified plan administrator.
9. Agent's Report	Agent's Certification: Have you complied with all applicable insurance replacement laws? <input type="checkbox"/> Yes <input type="checkbox"/> No CREDIT WILL BE GIVEN TO: Agency Name: _____ Agency Code: _____ Agency Phone Number: _____ Arrangement Number for Split Commissions (if applicable): _____ If new arrangement, indicate the split: _____ <input type="checkbox"/> Check here if other than default commission option is desired for this SPDA policy.
10. Required Signatures	I (we) have read the above questions and answers, and hereby declare that to the best of my (our) knowledge and belief, they are complete and true, and that the Company may rely on the statements in the issuance of a policy. Signed at (city and state): _____ Date: _____ Signature of Annuitant: _____ Signature of Owner (if other than Annuitant): _____ Signature of Joint Owner (if applicable): _____ Signature of Agent: _____ Date: _____

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life and variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the ACT; nor does it in any way change anyone's rights or obligations under the ACT or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as will, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);

- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certification was issued):
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals).
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 – no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or cash surrender values – again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.